

REMARKS

Claims 1-8, 13-15 and 21 have been amended. Claims 22-26 have been canceled without prejudice or disclaimer. New claims 27-28 have been added. Accordingly, claims 1-10, 12-21 and 27-28 are currently pending in the application.

Priority

Applicants request acknowledgment of receipt of the priority document (JP 2000-184561) filed September 15, 2003. A copy of the date-stamped mailroom receipt is attached as evidence that the Patent Office received the document.

35 U.S.C §112

The claims have been amended to overcome the outstanding rejection under 35 USC 112, second paragraph.

35 U.S.C §§102 and 103

Claims 7-10, 12-14 and 24-26 stand rejected under 35 USC 102(b) as being anticipated by Simon. Claim 1 stands rejected under 35 USC 103(a) as being unpatentable over Walker et al. Claims 4 and 5 stand rejected under 35 USC 103(a) as being unpatentable over Simon in view of Susaki et al. Claim 6 stands rejected under 35 USC 103(a) as being unpatentable over

Walker et al in view of Susaki et al. Finally, claims 22 and 23 stand rejected under 35 USC 103(a) as being unpatentable over Simon. These rejections are traversed as follows.

According to the present invention, and in response to the Examiner's "Response to Arguments", a noteworthy feature is that description data contains not only a description content but also an electronic signature of the description content. In other words, from the point of view of an electronic signature, the electronic signature is added not only to contract data but also to the description data. Therefore, an advantage derived from this feature is that it permits "checking in the future whether or not the contents of the contract are consistent with the description of the commodity made for the contract".

Both Walker et al and Simon fail to disclose or suggest this feature of the present invention, namely that an electronic signature is appended to description data, and therefore fail to realize its advantages. Even if it could be argued that Walker et al's conditional purchase offer (CPO) could correspond to Applicants' contract content and that Walker et al's sellers authentication data to the CPO could correspond to Applicants' electronic signature of the covenant, Walker et al still fail to disclose or suggest

that the electronic signature is appended to the description data.

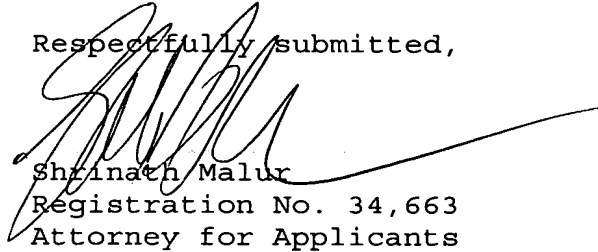
This argument also applies to Simon. According to Simon, a hash value is contained in a Contract Proposal (CP) which may correspond to Applicants' contract content. Specifically, hash values $h(D1)$ and $h(D2)$ are contained respectively in Definitions D1 of Goods G1 and Definition D2 of Goods G2 which are transferred between first and second parties before concluding a contract. However, no electronic signature is appended to the Definitions taught by Simon.

The substantial differences between the present invention and the cited references should make it clear that the pending claims, which recite such differences, are patentable. For the sake of completeness, Applicants wish to point to various portions of the specification where the distinguishing features of the present invention are described. For example, the feature set forth above can be found in step 13100, in Fig. 3 and the corresponding description from page 22, line 26 to page 23, line 11, and step 14050 in Fig. 4 and corresponding description on page 27, lines 19-27. As such, it is submitted that the pending claims patentably define the present invention over the cited art.

Conclusion

In view of the foregoing amendments and remarks,
Applicants contend that the above-identified application is
now in condition for allowance. According, reconsideration and
reexamination are respectfully requested.

Respectfully submitted,



Shrinath Malur
Registration No. 34,663
Attorney for Applicants

MATTINGLY, STANGER & MALUR
1800 Diagonal Rd., Suite 370
Alexandria, Virginia 22314
(703) 684-1120
Date: March 1, 2004